

**TRANSFER AGREEMENT FOR PROPERTY AND FACILITIES**

**between**

**ALASKA NATIVE HEALTH CONSORTIUM**

**and**

**NEWTOK VILLAGE**

**regarding**

**RELOCATION PROJECT**

Project No. AN 18-X79

March 2020

THIS TRANSFER AGREEMENT ("Agreement"), effective upon the date of later execution, is made and entered into by and between the Alaska Native Tribal Health Consortium ("ANTHC"), an Alaska non-profit tribal organization whose address is 4000 Ambassador Drive, Anchorage, Alaska 99508 and Newtok Village, a federally recognized tribe whose address is P.O. Box 5596, Newtok, Alaska 99559, each a "Party" and collectively the "Parties."

**RECITALS:**

- A. On May 23<sup>rd</sup>, 2018, Newtok Village and ANTHC entered into a Cooperative Project Agreement for the design and construction of village infrastructure and housing at Mertarvik, Alaska (the "CPA").
- B. Much of the work envisioned in the CPA has been completed and the remainder is expected to be completed in the near future.
- C. Section B.2. of the CPA requires that after completion of the work ANTHC must transfer to Newtok Village ownership of all personal property purchased by ANTHC under the CPA to the extent consistent with applicable accounting and cost principles.
- D. Section B.2. of the CPA requires that after completion of the work ANTHC must transfer to Newtok Village ownership of facilities constructed under the CPA by ANTHC or its contractors and Newtok Village must accept such transfer.
- E. The parties wish to enter an agreement describing the terms and conditions of the transfer of the personal property, facilities, and warranties under the CPA.

NOW THEREFORE, in accordance with the CPA and in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

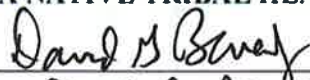
1. The foregoing recitals are a material part of this Agreement.
2. ANTHC hereby transfers to Newtok Village without monetary consideration the equipment, tools, materials, and other personal property purchased under the CPA and listed in Appendix "A", attached hereto and made a part hereof.
3. ANTHC hereby transfers, assigns, and conveys to Newtok Village, without monetary consideration all of the right, title, and interest of ANTHC in community facilities constructed by ANTHC or its contractors in Mertarvik and listed in Appendix "B", attached hereto and made a part hereof.
4. ANTHC hereby transfers to Newtok Village all of ANTHC's rights and interest in all warranties and guarantees provided by vendors or third-party contractors in workmanship or equipment, facilities, and their materials and components relative to the personal property, equipment, and facilities transferred under Paragraphs 2 and 3, above ("Third-Party Warranties").
5. Newtok Village hereby accepts the transfer of property, equipment, facilities, and Third-Party Warranties described in Paragraphs 2 through 4, above.
6. Newtok Village acknowledges that, consistent with Section B.2 of the CPA, all personal property and facilities transferred under this Agreement are subject to applicable provisions of 2 C.F.R. Part 200, including without limitation "Property Standards" in 2 C.F.R. § 200.310 through § 200.316.
7. Newtok Village acknowledges that ANTHC has not, nor has any person affiliated with ANTHC, made any oral or written representations or warranties with respect to any property, equipment, or facilities being transferred under this Agreement. Newtok has had the opportunity to review and inspect all property, equipment, and facilities being transferred and agrees it is acquiring the same based solely on its own independent inspection and not in reliance on any information provided by ANTHC or any person affiliated with ANTHC, except for Third-Party Warranties. To the extent Newtok Village seeks enforcement of Third-Party Warranties, express or implied, ANTHC will provide reasonable assistance to Newtok Village in communications with third-party vendors and contractors, but in no case shall ANTHC be deemed responsible for the obligations imposed by such warranties. Nothing in this Paragraph shall limit the responsibilities of the Parties described in the Paragraph immediately following.
8. ANTHC has constructed or installed certain improvements to facilities previously constructed in Mertarvik and owned by Newtok Village. The facilities so improved are

listed in **Appendix "C"**, attached hereto and made a part hereof. Newtok Village accepts all these improvements. With regard to these improvements made by ANTHC, ANTHC will warrant all workmanship and materials for a period of one year after the date of the beginning of beneficial use of the facilities or the date of the transfer of facilities, whichever occurs first. This warranty is limited only to the equipment and facilities provided by ANTHC under the CPA. This warranty does not cover normal wear and tear of equipment, replacement parts, operational costs, or abuse or vandalism to equipment or facilities.

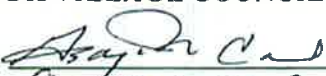
9. Several facilities are nearing completion but are not yet ready for transfer. As the facilities are completed, the Parties will transfer them from ANTHC to Newtok Village by amending this Agreement. Amendments will include an updated Appendix or Appendices, other relevant terms, and execution of the Amendment by signature of officials of both Parties, each of whom shall be authorized to bind their respective organization. A sample form of an acceptable amendment is provided at Attachment "1".

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates indicated below.

**ALASKA NATIVE TRIBAL HEALTH CONSORTIUM**

By:   
Name: David G. Beveridge  
Its: Int. Senior Director  
Date: 3/13/20

**NEWTOK VILLAGE COUNCIL**

By:   
Name: Gregory M. Carl  
Its: NVC President  
Date: 03.10.20

## **APPENDIX "A"**

### **List of Equipment, Tools, Materials, and other Personal Property Transferred to Newtok Village**

<b>Equipment, Materials, Tools, Personal Property</b>	
<b>Equipment</b>	2012 Chevy One Ton Dump Bed Truck
	Trailer Mounted Tok Burn Unit
	Connexes (3)
	1025 Gallon Keco Sewerage Pumpout Trailer and Appurtenances
	Gasoline Dispensing Trailer – 250 gallon
	Diesel Dispensing Trailer – 250 gallon
	Emergency Lighting System
<b>Heavy Equipment Shop</b>	Inventory
<b>Horizontal Materials</b>	Inventory
<b>Vertical Materials</b>	Inventory
<b>Spare Parts</b>	Power Plant List
	Water Plant List
	Bulk Fuel List
<b>Appliances</b>	Housing List
	MEC List

## APPENDIX "B"

### List of New Facilities to be transferred to Newtok Village

Property	General Description	Lot	Substantial Completion Date	Final Completion Date
13 Houses	13 Housing Units per design, interior installation of PASS, and driveway access; house pads were completed by Brice Inc. and are not included in the conveyed property. Includes range, refrigerator,	Block 3, Lot 2-8, 10; Block 2 Lot 2-6	October 20 <sup>th</sup> , 2020	November 29 <sup>th</sup> , 2019
Sewer Treatment Plant and Sewer Collection System	Sewer Service from the Construction Camp 2 Facility, Laundromat Facility, Mertarvik Evacuation Center Facility to the Fenced Membrane BioReactor Treatment Unit.	Block 3, Lot 9	June 20 <sup>th</sup> , 2019	January 24 <sup>th</sup> , 2020
Power Plant and Electric Distribution System	Modular Power Plant, 10,000 gallon storage tank and facility foundation with driveway access. The above ground electrical distribution system from the facility serves all end user facilities and includes street lighting.	Block 4, Lot 10	October 3 <sup>rd</sup> , 2019	January 16 <sup>th</sup> , 2020
Bulk Fuel Storage Facility	Bulk Fuel Storage Facility providing containment, Newtok Native Corporation 20,000 and 12,000 gallon tanks, and new 27,000 gallon and 26,000 gallon storage tanks.	Block 2, Lot 1	November 13 <sup>th</sup> , 2019	February 21 <sup>st</sup> , 2020
Landfill	Partial construction of the Mertarvik Landfill, performed by the IRT. Incomplete portions of the landfill include Southern Fencing and Gates		November 30 <sup>th</sup> , 2019	December 19 <sup>th</sup> , 2019

## APPENDIX "C"

### ANTHC Improvements to Existing Newtok Village Property transferred to Newtok Village

Facility	General Description	Lot	Substantial Completion Date	Final Completion Date
Health Clinic	Renovation of the construction Camp 1 dining facility into an interim facility for use as a health clinic and store; equipment and furnishings not provided; only facility improvements.	Block 4, Lot 9	December 19 <sup>th</sup> , 2019	February 4 <sup>th</sup> , 2020
Mertarvik Evacuation Center	Renovation of Mertarvik Evacuation Center to serve function as school, including construction of three classrooms, a warming kitchen, two bathrooms, and laundry room. Includes completion of handrails, heating system, and other components left previously unfinished by NVC managed contracts.	Block 3, Lot 9	December 16 <sup>th</sup> , 2020	March 5 <sup>th</sup> , 2020
SIP Houses	Electrical Improvements to meet NEC code, electrical service, and installation of PASS to three SIP houses.	Block 4, Lot 6-8	October 8 <sup>th</sup> , 2019	November 2 <sup>nd</sup> , 2019
AVCP Houses	Installation of PASS, driveway access, and electrical service to four AVCP houses.	Block 4, Lot 2-5	October 20 <sup>th</sup> , 2019	January 22 <sup>nd</sup> , 2020
Marie Fairbanks Home	Marie Fairbanks had a gravel pad constructed and the home was relocated from it's previous location near the barge landing to the newly constructed house pad.	Block 3, Lot 41	October 8 <sup>th</sup> , 2019	October 18 <sup>th</sup> , 2019
Quarry Access Road	Extension and completion of the quarry access road along the 2,000 linear foot emergency landing strip, inclusive of the lighted windcone and stopbars.		June 5 <sup>th</sup> , 2019	December 18 <sup>th</sup> , 2019
Construction Camp 2	Installation of Construction Camp Facility provided to Newtok Village by UICC through quitclaim deed, including construction of gravel pad.	Block 3, Lot 39	July 9 <sup>th</sup> , 2019	November 26 <sup>th</sup> , 2020
Laundry Facility	Improvements to the Laundramat include construction of a firewall.	Block 4, Lot 9	December 19 <sup>th</sup> , 2019	February 4 <sup>th</sup> , 2020
Barge Landing Access Road	600 Linear Foot Barge Landing Access Road		November 13 <sup>th</sup> , 2019	December 12 <sup>th</sup> , 2019

**ATTACHMENT "1"**

[Sample Amendment to Agreement for Later Use]

Amendment No. [ ] to the  
**TRANSFER AGREEMENT FOR PROPERTY AND FACILITIES**  
between  
**ALASKA NATIVE HEALTH CONSORTIUM**  
and  
**NEWTOK VILLAGE**  
regarding  
**RELOCATION PROJECT**

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This Amendment No. [ ] to the above-referenced Agreement ("Agreement") amends the Agreement by adding [insert name of equipment, property, or facility] to the Appendix [insert relevant descriptor – A, B, or C]. A new and inclusive Appendix [insert A, B, or C] is attached to this Amendment and made part of the Agreement. The property(ies) or facility(ies) added by this Amendment are subject to all the terms and conditions of the Agreement. All other terms and conditions of the Agreement remain in effect and are unchanged by this Amendment.

This Amendment is effective as of the date of later signature below.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates indicated below.

**ALASKA NATIVE TRIBAL HEALTH CONSORTIUM**

By: David G. Beverage  
Name: David G. Beverage  
Its: Interim Senior Director  
Date: 3/13/20

**NEWTOK VILLAGE COUNCIL**

By: George M. Cyrill  
Name: George M. Cyrill  
Its: NVC President  
Date: 03.10.20

**ATTACHMENT "1" CONTINUED**

**APPENDIX "A"**

**List of Equipment, Tools, Materials, and other Personal Property  
Transferred to Newtok Village**

***AND/OR***

**APPENDIX "B"**

**List of New Facilities transferred to Newtok Village**

***AND/OR***

**APPENDIX "C"**

**ANTHC Improvements to Existing Newtok Village Property transferred to Newtok Village**